

The following delivery and payment terms supplement existing law and form the basis for delivery and service agreements of WENZEL Präzision GmbH (supplier). Any deviations to these delivery and payment terms shall only be effective if the supplier has confirmed such deviations in writing.

I. Contract Completion

The delivery and service agreement comes into effect upon written order confirmation of the supplier. Offers of the supplier or its representatives are also subject to a written confirmation. The written order confirmation represents the complete agreement between the buyer and the supplier and supersedes any additions, modifications, or oral agreements unless they have been confirmed in writing by the supplier. The supplier reserves all rights with regard to cost estimates, drawings and other documents. They may only be provided to third parties upon written authorization of the supplier.

II. Prices

1. A quoted price is only valid upon written order confirmation of the supplier and exclusively covers the order details as specified in the order confirmation. Unless another agreement has been reached in writing, the prices quoted by the supplier are freight forward ex-works in Euro plus the value added tax applicable at the time of delivery.
2. The buyer covers freight, postage, customs, installation, and packaging charges, as well as transportation, theft, and additional insurances requested by the buyer.
3. If the buyer requests any changes to the scope of performance after an order confirmation has been issued, the buyer will be charged for the changes.
4. Even if no order is placed, the buyer will be charged for drawings, tools, samples, and any other preparatory works initiated by the buyer. Consequently these terms govern the time period prior to the placement of an order.

III. Delivery Defects and Delivery Date

1. The agreement on delivery and provision dates as well as deadlines is limited to measuring machines and special measuring devices. All dates are considered estimates, unless they are individually agreed upon and confirmed as binding in writing.
2. If fixed delivery deadlines have been agreed upon, they commence at the order confirmation has been sent and all documents, authorizations, and clearances as well as the stipulated deposit have been received by the buyer.
3. If the ordered goods have left the plant or the shipping availability has been advised to the buyer on or prior to the agreed delivery date, a contracted delivery deadline will be considered fulfilled.
4. In the event of collective action, in particular strike and lockout, or unexpected occurrences which are beyond the control of the supplier or a subcontractor, a contracted delivery deadline may be extended if such an event can be demonstrated to have an influence on the determination or delivery of the ordered goods.
5. If the manufacturing process or the delivery requires some actions of the buyer, the delivery deadline only starts counting after the buyer has fulfilled all obligations.
6. If the supplier exceeds the delivery deadline, the buyer is required to grant sufficient grace period at least three weeks.
7. If the delivery deadline and the respective grace period have not been met, the supplier is only liable for the invoice value of those goods which have not been delivered on the due date. This liability may not exceed the actual costs incurred by the buyer.
8. If the buyer requests a delay of the shipment he will be charged the actual monthly costs or 0,5% of the invoice amount per month for storing the goods at the supplier. The storage fee is charged beginning one month after the ordered goods have been advised to be available for shipment. The supplier is required to grant an appropriate deadline, after which he has the right to use the ordered goods at his discretion and extend the deadline for the delivery to the buyer.

IV. Warranty

1. Newly manufactured goods are warranted for a period of one year. Used and reconditioned goods are warranted for a period of six months.
2. The buyer is required to check the goods for defects upon delivery. Apparent defects have to be immediately reported in writing to the supplier, but no later than one week after receiving the goods. If apparent defects are not reported, they are not covered by the warranty.
3. The supplier has to be informed of other defects within one week after detection.
4. With regard to statements from promotional material or errors in the operating instructions, the supplier only provides a warranty for the end users of the goods.
5. This warranty does not cover minor defects which do not affect the value, the suitability, or the usability of the goods to a major extent.
6. The supplier is authorized to make supplementary performances of his own choice. This means that he determines whether defective items should be repaired or replaced. If the supplementary performance fails, the supplier is authorized to repeat the supplementary performance. If the goods continue to exhibit defects, the supplier is authorized to determine whether a defective item should be repaired or replaced.
7. The buyer is only authorized to withdraw from the contract and/or claim damages after the supplemented performance has failed. Compensation of the buyer is limited to cases of gross negligence or intent on the side of the supplier. In any case, the compensation is limited to the actual costs incurred. The compensation for consequential loss from defects is limited to intended defects.

VI. Breach of Duty

1. The liability of the supplier is limited to gross or intentional breaches of duty.
2. The buyer is required to check carefully for risk and danger drawings, artwork or samples submitted to him by the supplier and for his part submitted to the supplier. In the case of faulty supplier's work type due to faulty specifications, the supplier is not liable for these defects. However, the supplier has a duty to immediately inform the buyer of any recognized issues arising from the technical implementation of the provided drafts.
3. The supplier is not liable for infringing trade mark rights of third parties in the context of work performances following specifications of the buyer. The supplier is not required to verify the trade mark rights of third parties.

VII. Terms of Payment

1. Unless otherwise agreed, all invoices of the supplier are due without deductions when they are issued.
2. If no payment is received during the payment period, the supplier is authorized to charge an interest rate which exceeds the rate of Deutsche Bundesbank by 8 %. Alternatively the supplier may prove greater damages caused by delay at any time.
3. Bills of exchange are not accepted. Checks which are subject to clearance are only accepted for compliance.
4. Unless there is a special agreement, payments are to be made cash frank point of payment of the supplier as indicated below:
measuring machines, special measuring devices, and measuring tools
30 % deposit upon receipt of order confirmation
60 % as soon as the buyer has been informed that the goods are available for shipment
10 % within 14 days after installation, but no later than 30 days after shipment
accessories (e.g. probes, styli, etc.)
100% after delivery net within 14 days of the billing date
5. If payments of the buyer are overdue, the supplier is authorized to deny further fulfilment of the obligations arising from the contract.
6. If there is any doubt as to the ability of the buyer to comply with the payment terms, the supplier is entitled to ask for advance payments or sufficient guarantees.
7. If the buyer refuses advance payments or guarantees, the supplier may cancel the contract and claim compensation.
8. Without regard for differing instructions by the buyer, payments received by the supplier are first applied to incurred costs then to charged interest, and finally to the main claim. If there are several claims, payments are applied in the order of age.
9. The buyer may only deduct undisputed claims or valid judgements from the claims of the supplier. The buyer may only exercise a lien with regard to undisputed claims or valid judgements.

VIII. Retention of title

1. The supplier retains the ownership of the ordered goods until all payments arising from the contract have been received and all claims resulting from the ongoing business relationship with the buyer have been paid. The software licences will be released definitely on receipt of complete payment.
2. Only buyers with appropriate business establishments are authorized to resell or further process the goods within their lawful business operations. The buyer cedes all outstanding debts and associated ancillary rights which they are entitled to from the resale and the business relationships with their buyers in connection with the resale to the supplier as a guarantee for any arising claims. The retention of title also applies if the delivered item has been processed, composed, or connected. In that case, the supplier is granted partial ownership of the newly created products resulting from the processing or the composition. The buyer is prohibited to dispose of the delivered item in any other manner. At the same time, the buyer is authorized and required to collect the receivables due to the supplier until the supplier revokes this authorization. The buyer is required to immediately inform the supplier upon request who purchased the goods and which claims arose from this sale.
3. If the buyer delays a payment or violates his duties resulting from the retention of title, the supplier can ask for the return of the purchased item and use the purchased item at his discretion after supplying a written notification with due notice and deducting the sales proceeds from the sales price.
4. If the assets of the buyer are subject to a foreclosure, and if the retained goods are seized, the supplier has to be notified and be provided with all the necessary information (executing authority, reference number), and the execution protocols if applicable.
5. Items which the supplier has provided to the buyer and which are not part of the work performance (e.g. drawings, drafts, tools), remain the property of the supplier.

IX. Place of Fulfilment and Jurisdiction

1. The place of fulfilment for all deliveries and payments is D-76135 Karlsruhe.
2. If the buyer is a business merchant, Karlsruhe shall be the exclusive venue for all legal disputes between the buyer and the supplier.
3. These terms and conditions are subject to and shall be governed and construed in accordance with German Law excluding the convention on contracts for the international sale of goods (CISG).

X. Miscellaneous

In the event that one or several of the above provisions is or becomes invalid, the validity of the remaining provisions shall not be affected. Invalid provisions shall be replaced by such provisions which are valid and come closest to the commercial purpose intended by the buyer and supplier.

Terms and Conditions of WENZEL GearTec GmbH

V. Risk Transfer and Acceptance

1. At the latest, the risk is transferred to the buyer with the shipment of the goods, even if partial deliveries have been made, and even if the supplier is responsible for additional services, e.g. shipping costs, delivery, or installation.
2. Should the shipment be delayed due to circumstances caused by the buyer, the buyer carries the risk from the date the goods were ready for shipment. The supplier is required to obtain insurance coverage in these circumstances if requested and paid for by the buyer.
3. Partial deliveries are acceptable.

Any other agreements or declarations of intent which affect the effectiveness of the contractual relationship must be in writing. This shall include any amendment to or modification of this form requirement.